

# County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://cao.co.la.ca.us

Board of Supervisors GLORIA MOLINA First District

YVONNE BRATHWAITE BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

July 29, 2003

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT TO CONSULTING SERVICES AGREEMENT RELATING TO THE ASSET MANAGEMENT AND IMPROVEMENT PLAN FOR COUNTY PARK FACILITIES AND RELATED BUDGET ADJUSTMENT (All Districts - 4 Vote Matter)

# JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION THAT YOUR BOARD:

- 1. Approve and instruct the Chair to execute Amendment No. 1 to the Consultant Services Agreement between the County and Sapphos Environmental, Inc. to complete the inventory and structural assessment of County park facilities, effective upon Board approval, for a not-to-exceed increase of \$325,716 from the original contract amount (Attachment A) and to include additional contract requirements adopted by your Board.
- 2. Approve the attached budget adjustment in the amount of \$176,000 to increase the Project and Facility Development Fund Services and Supplies through the cancellation of a prior year commitment in order to reappropriate the funds in FY 2003-04.

The Honorable Board of Supervisors July 29, 2003 Page 2

#### PURPOSE OF RECOMMENDED ACTION

The recommended actions will enable the Chief Administrative Office (CAO) to complete its assessment of the physical condition of the County's park facilities and related park infrastructure for integration into the Department of Parks and Recreation's Asset Management Plan, which is also under development.

#### **JUSTIFICATION**

#### Background

In 2001, your Board authorized the execution of a consultant services agreement with McClellan-Hunter to update the building inventory and prepare a structural assessment of the County's park facilities. Your Board also authorized the execution of a second agreement with Sapphos Environmental, Inc. (Sapphos) for the preparation of an Asset Management Plan (Plan) and overall coordination of these studies.

During the preparation of the building inventory and structural assessment, it became apparent that the County's inventory records had not been regularly updated to reflect the addition of over 400 new facilities and as a result, the fees under the McClellan-Hunter agreement were insufficient to complete the inventory or structural assessment study. McClellan-Hunter completed 241 building inventories and structural assessments at 37 of 108 park sites. It was anticipated, at that time, that an additional \$150,000 would be necessary to complete both studies on 817 buildings at the remaining 71 park sites. We informed your Board of the projected cost increase and halted further work under the Sapphos agreement until an alternative approach and additional funding could be identified.

It is now recommended that Sapphos complete the remaining building inventories and structural assessments. The recommended utilization of Sapphos is based on the firm's familiarity with the County's park facilities and the study's methods and formats as well as it's understanding of the goals and objectives of the Parks Plan. Under the recommended action plan, Sapphos would also remain responsible for the development and completion of the Parks Plan.

#### **Proposed Amendment**

In order for Sapphos to proceed with the remaining building inventories and structural assessments, we are recommending approval of Amendment No. 1 to the existing agreement with Sapphos. Under the proposed amendment, Sapphos will be responsible for providing the following services:

#### **Building Inventories/Structural Assessments**

Sapphos will complete the general condition evaluations and structural assessments for each of the existing buildings and structures at 71 remaining parks sites, which will include:

- a determination of approximate square footage of each building;
- verification of the Los Angeles County Inventory (LACO) Number and asset location on park base map;
- a visual survey of the interior and exterior of the buildings and structures;
- an assessment of conditions pertaining to local and national building code compliance; accessibility requirements; and fire/life safety systems;
- an evaluation of the roof, structural, electrical, mechanical, plumbing, fire and life safety systems; interior finishes; and building exteriors, including windows and doors;
- assignment of a condition rating for each building, cost estimates for items requiring repair or remodel to bring each structure to average or excellent condition, and photographs of overall deficiencies; and
- preparation of visual hazardous materials evaluation for facilities and structures.

#### Asset Management Plan

The intent of the Parks Plan is to provide a multi-year approach to addressing the unmet needs in order of priority and within available funding. To develop the Parks Plan, Sapphos will determine the nature and extent of unmet park and recreation needs through an analysis of data from the building inventory and structural assessment studies in terms of the location and capacity of existing park facilities, and existing and projected demographic, and park and recreation needs. Sapphos will also work with staff from the Department and CAO to prioritize improvements at park facilities.

The Department and CAO will present recommendations regarding the final Parks Asset Management Plan concurrent with the Proposed 2004-05 Budget in April 2004.

The Honorable Board of Supervisors July 29, 2003 Page 4

#### FISCAL IMPACT/FINANCING

The project cost previously approved by your Board totaled \$860,204, including the two base contracts of \$679,864 and contingency funds of \$180,340. At the time project activities were halted, \$401,446 had been expended from both contracts leaving remaining funding of \$458,758 which includes a prior year commitment of \$175,716.

It is now estimated that the project cost will increase by \$150,000 to \$1,010,204. In order to fund the revised project budget it is recommended that your Board's approve the attached budget adjustment which will cancel the prior year commitment of \$176,000. Sufficient funding has been identified for the additional project cost increase of \$150,000 in the Project and Facility Development Fund Fiscal Year 2003-04 Budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 31000 your Board is authorized to contract for professional services.

The amendment has been reviewed and approved as to form by County Counsel.

#### **CONTRACTING PROCESS**

N/A

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

It is anticipated that the completion of the physical inventory will be complete by September 2003. Completion of the Plan is anticipated to be completed in December 2003. This work will have no impact on current services and park activities will continue uninterrupted. The project management team will consult in advance with each park staff regarding the field survey schedule and building inspection activities.

#### **NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORTS**

This project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines on the basis that it can be seen that there is no possibility that the approvals recommended herein may have a significant effect on the environment.

The Honorable Board of Supervisors July 29, 2003 Page 5

#### **CONCLUSION**

It is requested that the Executive Officer-Clerk of the Board forward the original four (4) copies of the Amendment and four (4) conformed copies of this letter with the attachments to the Capital Projects Division, Chief Administrative Office and one conformed copy to the Department of Parks and Recreation.

Respectfully submitted,

David E. Janssen

Chief Administrative Officer

Tim Gallagher

Director, Parks and Recreation

DEJ:SNY JSE:DKM:mdc

Attachment

c: County Counsel

#### COUNTY OF LOS ANGELES

### REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'**s.** No.

060

DEPARTMENT OF CHIEF ADMINISTRATIVE OFFICE

July 18, xx 2003

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ADJUSTMENT REQUESTED AND REASONS THEREFOR

FISCAL YEAR 2003-04

4 - VOTES

SEE ATTACHED

#### JUSTIFICATION:

The budget adjustment is necessary to cancel a prior year commitment and re-appropriate the funds in FY 2003-04 to partially fund Amendment No. 1 to the Sapphos Environmental, Inc. Consulting Agreement relating to the Parks Department Asset Management Plan Project.

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF ADMINISTRATIVE OFFICER FOR—	APPROVED AS REQUESTED AS REVISED
AUDITOR-CONTROLLER BY CONTROLLER BY CONTROLLER 2003	APPROVED (AS REVISED): 19 BOARD OF SUPERVISORS  BY  DEPUTY COUNTY CLERK

#### **BUDGET ADJUSTMENT**

4 -VOTES

FY 2003-04

#### FINANCIAL SOURCES

Project and Facility Development Fund Appropriation for Contingency – Cancelled Commitments & A/P's A01 – 3306 \$176,000 Increase

#### **FINANCIAL USES:**

Project and Facility Development Fund Services and Supplies

A01 – PF – 10190 – 2008  $(\sqrt{3})^{\frac{21}{12}}$  \$176,000 Increase Appropriation

#### JUSTIFICATION:

The budget adjustment is necessary to cancel a prior year commitment and re-appropriate the funds in FY 2003-04 to partially fund Amendment No. 1 to the Sapphos Environmental, Inc. Consulting Agreement relating to the Parks Asset Management Plan Project.



# AMENDMENT No. 1 CONSULTING SERVICES AGREEMENT FOR PARKS AND RECREATION ASSET MANAGEMENT PLAN

**BETWEEN** 

THE COUNTY OF LOS ANGELES
AND
SAPPHOS ENVIRONMENTAL, INC.

# AMENDMENT NO. 1 AGREEMENT FOR CONSULTING SERVICES FOR PARKS AND RECREATION ASSET MANAGEMENT PLAN

This AMENDMENT NO. 1 is entered into this \_\_\_\_\_\_ day of July 2003, by and between the County of Los Angeles (hereafter "COUNTY") and Sapphos Environmental, Inc., (hereafter "CONTRACTOR or "CONSULTING CONTRACTOR") to provide County with additional consulting and project management services.

WHEREAS, CONTRACTOR desires to provide, and COUNTY desires to acquire from CONTRACTOR, additional services as lead consultant and to provide project management oversight.

WHEREAS, the County has determined that the desired additional services are a onetime activity and which require professional services and which cannot be completed by existing County staff within the desired time frame.

WHEREAS, CONTRACTOR is a firm of recognized professionals with extensive experience and training in their specialized field. In rendering these services CONTRACTOR shall at a minimum, exercise the ordinary care and skill expected from the average practitioner in CONTRACTOR's profession acting under similar circumstances.

WHEREAS, in accordance with Government Code Sections 31000, the Board of Supervisors is authorized to enter into contracts for such specialized consultant services.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

#### Section 1. APPLICABLE DOCUMENTS is amended to read:

1. APPLICABLE DOCUMENTS - The original contract and attachments as well as Amendment No. 1 and the attachments listed below form the entire agreement between the parties. Any conflict in the terms of the agreement shall be resolved by giving preference first to the provisions of the Contract, then the Attachments.

Attachment 1 - CONTRACTOR's Proposal for Parks Needs Assessment/Strategic Park Asset Management Plan dated July 9, 2003.

Attachment 2 - CONTRACTOR's 2002 Standard Schedule of Fees

# Section 3.2 ARCHITECTURAL AND CONSTRUCTION DOCUMENTATION SERVICES is amended to read:

and Construction Documentation Services Contractor will be replaced with an appropriate structural subcontractor under the Consulting Contractor. The subcontractor will provide the County with a comprehensive listing of all Parks and Recreation's assets and an evaluation of their condition. The Consulting Contractor will coordinate with the subcontractor to validate the scope of the work performed. The project manager will prepare and coordinate project schedules and budgets, coordinate periodic reviews and initiate appropriate actions and necessary approvals to authorize the subcontractor to proceed through each phase of the project.

#### Section 3.3 CONSULTING SERVICES is amended to read:

3.3 Consulting Services - The Consulting Contractor will provide the County with a long-range use plan for the park facilities and incorporate the findings of the subcontractor, in doing so, making a complete Asset Management Plan. The Chief Administrative Office will coordinate with the selected contractor to validate the scope of work to be performed. The budget manager will prepare and coordinate project schedules and budgets, coordinate periodic reviews and initiate appropriate actions and necessary approvals to authorize the contractor to proceed through each phase of the project.

#### **Section 5. MAXIMUM AMOUNT** is amended to read:

5. MAXIMUM AMOUNT - Maximum amount under this Agreement shall not exceed six hundred, sixty nine thousand, six hundred and seventy six dollars (\$669,676).

#### Section 6.a INVOICES AND PAYMENT - RATES is amended to read:

6. Rates shall not exceed rates quoted for personnel and additional costs listed in <u>Attachment 2</u>, **Contractor's 2002 Standard Schedule of Fees**.

# <u>Section 8.3 STATEMENT OF WORK – Evaluation and Consulting Services is amended to read:</u>

8.3 Evaluation and Consulting Services – CONTRACTOR'S activities and work products will consist of, but are not limited to, ascertaining regional design trends, compile and assess data, community outreach and workshops, implementation of site facilities assessment/strategic asset management plan, complete planning documentation, and project management/coordination of the architectural subcontractor (as stated in Tasks 1 through 8 of Attachment 1).

# <u>Section 8.4 STATEMENT OF WORK - Leader Consultant and Project Management Services is amended to read:</u>

8.3 <u>Leader Consultant and Project Management Services</u> - To complete the tasks listed above (Tasks 1 through 8 of Attachment 1), and produce a Parks and Recreation Strategic Plan for 2020, Updated Parks Facilities and Areas of Jurisdiction, Digital/Video Record and Photographic Inventory, and a Parks Needs Assessment, CONTRACTOR will be project manager and will coordinate with Building Analytics, Inc. who is subcontracting with the CONTRACTOR to provide facilities inspection/analysis and cost estimating services for this five year asset management plan.

#### Section 10 DELIVERABLES is amended to read:

- 10. <u>DELIVERABLES</u> Contractor will provide the following remaining outstanding deliverables which are called "work products" in <u>Attachment 1</u>.
  - 10.1 Completion of all "work products" included in Ascertaining Regional Demand Trends (Task 1 as stated in <a href="https://example.com/Attachment1">Attachment 1</a>):
    - A. Revised Project Team Distribution List;
    - B. Memorandum for the Record summarizing project status, research status, and document status;
    - C. Memorandum for the Record on goals and objectives and refined project schedule; and
    - D. Project team meeting to review project status, goals and objectives, and project schedule
  - 10.2 Completion of all "work products" included in Compile/Assess Data (Task 2 as stated in <u>Attachment 1</u>):

# AMENDMENT NO. 1 AGREEMENT FOR CONSULTING SERVICES – PARKS AND RECREATION ASSET MANAGEMENT

- A. Preliminary Update of the Parks Facilities and Areas of Jurisdiction report
- 10.3 Completion of all "work products" included in Community Outreach (Task 3 as stated in <u>Attachment 1</u>):
  - A. Memorandum for the Record on Parks and Recreation and MIG, Inc. meeting;
  - B. Interested parties letter notification of community workshop:
    - C. Newspaper notification of community workshops;
    - D. Conduct five community workshops on the Plan; and
    - E. Memorandum of the Record documenting the results of the community workshops.
- 10.4 Completion of all "work products" included in Implement Action Plan: Site Facilities Assessment/Strategic Asset Management Plan (Task 4 as stated in Attachment 1):
  - A. Annotated Outline for Parks Facilities and Areas of Jurisdiction Report;
  - B. Annotated Outline for the Strategic Asset Management Plan;
  - C. Preliminary inventory of Park Facilities and Areas of Jurisdiction Report; and
  - D. Preliminary Strategic Asset Management Plan for 2020.
- 10.5 Completion of all "work products" included in Complete Planning Documentation (Task 5 as stated in Attachment 1):
  - A. Draft Park Facilities and Areas of Jurisdictional Report;
  - E. Final Park Facilities and Areas of Jurisdictional Report;
  - F. Draft Strategic Asset Management Plan for 2020;
  - G. Final Strategic Asset Management Plan for 2020; and
  - H. Presentation of Final Park Facilities and Areas of Jurisdiction Report and the Strategic Asset Management Plan to the County of Los Angeles Board of Supervisors.
- 10.6 Completion of all "work products" included in Management of Outside Consultant Tasks (Task 6 as stated in Attachment 1)
  - A. Coordination and project management of Building Analytics, Inc.

# AMENDMENT NO. 1 AGREEMENT FOR CONSULTING SERVICES – PARKS AND RECREATION ASSET MANAGEMENT

- 10.6 Completion of all "work products" included in Building Analytics, Inc. Structural Inventory and Analysis (Task No. 7 as stated in Attachment 1)
  - A. One structural report for each structure in each of the 71 remaining parks.
- 10.7 Completion of all "work products" included in Visual Asbestos Survey (Task No. 8 as stated in Attachment 1)
  - A. A written report describing the results of the visual asbestos survey for each of the 71 remaining parks.

#### Section 11. CHANGES AND AMENDMENTS is amended to read:

- 11. CHANGES AND AMENDMENTS COUNTY reserves the right to change any portion of the work required under this Agreement. All changes shall be accomplished as follows:
  - 11.1 For any changes which affect the scope of work, term, compensation, or any provision included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.
  - 11.2 Changes extending the period of performance or changes affecting Contractor's project personnel, shall be accomplished by written notification from CONTRACTOR, and acceptance or rejection by the County's Contract Manager or designee.

#### Section 49. JURY SERVICE PROGRAM COMPLIANCE is added to read:

- 49. <u>JURY SERVICE PROGRAM COMPLIANCE</u> This Agreement is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
  - 49.1 Written Employee Jury Service Policy. Unless CONSULTANT has demonstrated to the County's satisfaction either that CONSULTANT is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that

CONSULTANT qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONSULTANT shall have and adhere to a written policy that provides that its Employees shall receive from the CONSULTANT, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONSULTANT or that the CONSULTANT deduct from the Employee's regular pay the fees received for jury service.

- 49.2 For purposes of this Section, "Contractor" or CONSULTANT means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor or consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONSULTANT. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONSULTANT has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing shortterm, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONSULTANT uses any subconsultant to perform services for the COUNTY under the Agreement, the subconsultant shall also be subject to the provisions of this Section. provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
- 49.3 If CONSULTANT is not required to comply with the Jury Service Program when the Agreement commences, CONSULTANT shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONSULTANT shall immediately notify COUNTY if CONSULTANT at any time either comes within the Jury Service Program's definition of "Contractor" or if CONSULTANT no longer qualifies for an exception to the Program. In either event, CONSULTANT shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time

# AMENDMENT NO. 1 AGREEMENT FOR CONSULTING SERVICES – PARKS AND RECREATION ASSET MANAGEMENT

during the Agreement and at its sole discretion, that CONSULTANT demonstrate to the COUNTY'S satisfaction that CONSULTANT either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONSULTANT continues to qualify for an exception to the Program.

49.3 CONSULTANT'S violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Agreement and/or bar CONSULTANT from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### Section 50. SAFELY SURRENDERED BABY LAW is added to read:

49. Safely Surrendered Baby Law - This Agreement is subject to the provisions of the COUNTY'S ordinance entitled SAFELY SURRENDERED BABY LAW. The CONSULTANT shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit 2 of this AGREEMENT.

All other terms and conditions of Agreement shall remain in effect.

AMENDMENT No. 1 AGREEMENT FOR CONSULTING SERVICES – PARKS AND RECREATION ASSET MANAGEMENT

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

Chair, Board of Supervisors
ATTEST:
VIOLET VARONA-LUKENS Executive Officer-Clerk of the Board of Supervisors of the County of Los Angeles
By Deputy
By Mul Ly MARIE C. CAMPBELL President/Principal

APPROVED AS TO FORM:

LLOYD W. PELLMAN County Counsel

Helen Parker

Principal Deputy County Counsel

AMENDMENT NO. 1 AGREEMENT FOR CONSULTING SERVICES – PARKS AND RECREATION ASSET MANAGEMENT

#### **ATTACHMENT 1**

CONTRACTOR'S PROPOSAL FOR PARKS NEEDS ASSESSMENT/STRATEGIC PARK ASSET MANAGEMENT PLAN



July 9, 2003 (revised from February 21, 2003) Job Number: P1217-001 Contract Amendment No. 1 Parks Needs Assessment / Strategic Asset Management Plan

Ms. Dawn McDivitt County of Los Angeles Chief Administrative Office 500 West Temple Street, Room 754 Los Angeles, California 90012

SUBJECT:

Contract Amendment No. 1 to Consulting Services Agreement in Support of Parks

Needs Assessment / Strategic Asset Management Plan for County Park Facilities

#### Dear Ms. McDivitt:

Sapphos Environmental, Inc. appreciates the opportunity to submit this Contract Amendment No. 1 to the County of Los Angeles Chief Administrative Office (CAO) to augment Sapphos Environmental, Inc.'s existing Consulting Services Agreement (dated February 13, 2001) for preparation of a Parks Needs Assessment / Strategic Asset Management Plan (SAMP) for County Park Facilities. Contract Amendment No. 1 is being submitted to address changes to the scope of services resulting from knowledge gained during the initial phase of work completed between February 2001 and April 2002 and subsequent coordination with the CAO and the County of Los Angeles Department of Parks and Recreation (LACDPR).

In a meeting held February 4, 2003 between the CAO (Ms. Dawn McDivitt), LACDPR (Mr. Jim Parks), and Sapphos Environmental, Inc. (Ms. Marie Campbell and Mr. Dev Vrat), a revised approach was proposed for completion of the structural and hazardous material evaluations of the County park facilities. Contract Amendment No. 1 addresses additional services or modification of existing services in eight task areas:

- 1. Sapphos Environmental, Inc. will reinitiate the project with the new project team, including CAO, LACDPR, Sapphos Environmental, Inc., and the new structural subcontractor, Building Analytics, Inc.
- 2. Sapphos Environmental, Inc. will compile and assess existing data for park facilities and structures.
- 3. Sapphos Environmental, Inc. will conduct project briefings for CAO, LACDPR, and the offices of the County of Los Angeles Supervised Districts. Sapphos Environmental, Inc. will conduct up to five public workshops on the Draft SAMP.
- Sapphos Environmental, Inc. will complete field efforts and mapping for 27 remaining parks, conduct demographic research using the newly available 2000 census data, complete the parks needs evaluations for 2020 and prioritization of

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P O Box 50241 Pasadena California 91115

Tel 626/ 683-3547 Fax 626/ 683-3548 Email

sapphos@ pacbell.net capital needs for improvements, and prepare preliminary reports for review by the project team.

- 5. Sapphos Environmental, Inc. will prepare Draft and Final Park Facilities and Areas of Jurisdiction Reports, as well as Draft and Final SAMPs for 2020.
- 6. Sapphos Environmental, Inc. will manage and coordinate with the structural subcontractor (Sapphos Environmental, Inc. has identified Building Analysis, Inc. to complete the work initiated by McClellan Hunter, Inc., the subcontractor originally selected to perform the identified services).
- 7. Sapphos Environmental, Inc. will issue a subcontract with Building Analytics, Inc. for the completion of building and structural surveys in the 71 remaining parks
- 8. Sapphos Environmental, Inc. will complete visual asbestos surveys in the 64 remaining parks.

In addition, in October 2001, Sapphos Environmental, Inc. published its 2002 Standard Schedule of Fees. The contractual work efforts were originally scheduled to be complete in the first half of 2002. Given the 12-month work interruption, this contract amendment provides for the remaining and new services to be completed under the 2002 Standard Schedule of Fees.

Sapphos Environmental, Inc. has prepared a detailed scope of services (Enclosure 1) to complete the additional services, an estimated cost (Enclosure 2), and a schedule for completion of the required work efforts (Enclosure 3).

Sapphos Environmental, Inc. is ready to commence the additional work efforts described in Enclosures 1 to 3 upon receipt of written authorization to proceed. Thank you for this opportunity to provide the CAO with this recommended Contract Amendment No. 1. Should there be any questions regarding the contents of this amendment or should additional information be required, please contact Dr. Iffat Qamar at (626) 683-3547.

Respectfully submitted,

SAPPHOS EN	NVIRO pell	NMENTAL, INC.	
President		Approval to Proceed	Date
Enclosures:	1. 2. 3.	Scope of Services, Contract Amendment No. 1 Estimated Cost, Contract Amendment No. 1 Schedule, Contract Amendment No. 1	•

IXQ/wp

Contract Amendment No. 1 has been prepared to define additional required work efforts related to completion of the Parks Needs Assessment/Strategic Asset Management Plan (SAMP) for County Park Facilities for the County of Los Angeles Chief Administrative Office (CAO). Sapphos Environmental, Inc. is currently under contract to complete the SAMP. Since initiation of those efforts in February 2001, circumstances unanticipated by the original contract have necessitated the preparation of Contract Amendment No. 1.

#### **PROJECT UNDERSTANDING**

The County of Los Angeles Department of Parks and Recreation (LACDPR) completed a Strategic Asset Management Plan through the year 1992. In 2000, LACDPR sought to update that plan through preparation of a SAMP, which would include an inventory of the current physical condition of park facilities throughout the County of Los Angeles, a projection of parks needs through 2020, and a prioritization of capital needs for improvements. This information would be used in the annual County budget process. In 2001, the County authorized two agreements with independent consultants in support of preparation of the SAMP. Sapphos Environmental, Inc. was contracted to prepare the updated SAMP; McClellan Hunter was contracted to perform the structural evaluations for the County parks. This structural information was to be incorporated by Sapphos Environmental, Inc. into the SAMP and was to be compiled and organized into the County's Centralized Asset Inventory System.

Sapphos Environmental, Inc. began work on the SAMP on February 21, 2001. The initial scope of work provided for consideration of approximately 310 structures in approximately 100 park facilities. The CAO elected to terminate McClellan Hunter's contract in summer 2001. The CAO also requested that Sapphos Environmental, Inc. stop work on its contract while an appropriate structural firm was identified to replace McClellan Hunter. Building Analytics, Inc. was identified as an appropriate structural subcontractor and submitted a proposal. That proposal is included as part of Contract Amendment No. 1.

After completing work on the first 23 parks, Sapphos Environmental, Inc. and the CAO initiated discussions regarding opportunities to more effectively integrate the work on the structures within the parks, including performing visual asbestos surveys and evaluating nonstructured facilities. As a result of these discussions, Sapphos Environmental, Inc. is recommending that the analysis of the park structures be completed by Building Analytics, Inc. under a subcontract to Sapphos Environmental, Inc. This approach minimizes impact on LACDPR operations staff. The visual asbestos survey work that was previously being performed under a subcontract to the previous Los Angeles County Inventory structural consultant will be performed directly by Sapphos Environmental, Inc. pursuant to the contract amendment, thus eliminating the structural consultant's 15-percent surcharge to the County.

#### **ASSUMPTIONS**

Contract Amendment No. 1 has been prepared with the following assumptions:

- Sapphos Environmental, Inc. understands that LACDPR has retained the services of MIG, Inc. to undertake parks and recreation strategic planning efforts. To ensure that the SAMP is as comprehensive as possible, Sapphos Environmental, Inc. understands that the CAO will provide Sapphos Environmental, Inc. access to written summary reports from the Strategic Planning Process (MIG, Inc.) community leadership meetings and other MIG, Inc.'s strategic plan written deliverables. This is necessary to integrate the results of public outreach surveys and strategic planning results into the SAMP.
- The CAO, in conjunction with LACDPR, will provide information on the Park Planning Areas boundaries as of June 2003.

This scope of services describes the status of work completed by Sapphos Environmental, Inc. pursuant to the February 2001 authorization to proceed and reflected in the first 13 invoices submitted for payment. In addition, this scope of service describes the primary work efforts and related work products to be completed with funds remaining under the original contract authorization and with additional funds being requested pursuant to Contract Amendment No. 1. Sapphos Environmental, Inc. has defined a process and schedule for completing the required work in support of presenting the SAMP to the County of Los Angeles Board of Supervisors in December 2003 (Figure 1, Strategic Asset Management Plan Work Flow).

#### **SCOPE OF SERVICES**

#### TASK 1.1 ASCERTAIN REGIONAL DEMAND TRENDS

#### Status of Completed Work

- Sapphos Environmental, Inc. conducted the project start up meeting.
- Sapphos Environmental, Inc. completed review of all project-related information provided by the CAO and the LACDPR.
- Sapphos Environmental, Inc. established the project team, a distribution list, and protocols for communication.
- Sapphos Environmental, Inc. prepared preliminary project goals and objectives for the SAMP. The preliminary goals and objectives were integrated into the PowerPoint presentation that was prepared for the CAO, LACDPR, and offices of the County Supervisorial Districts.
- Sapphos Environmental, Inc. incorporated information from the California State Polytechnic University graduate students project, conducted under separate contract authorization, into the goals and objectives for the SAMP.

• Sapphos Environmental, Inc. coordinated with the CAO's structural and hazards materials consultants to integrate goals and objectives related to maintaining structures and abatement of hazards.

#### Remaining Work Efforts

In April 2002, the CAO requested Sapphos Environmental, Inc. to reconsider the approach to completing the SAMP. Contract Amendment No. 1 represents the refinements to the scope of services approved by the County of Los Angeles Board of Supervisors in February 2001. Additional services will be necessary to reinitiate work on the SAMP:

- Sapphos Environmental, Inc. will prepare an updated project team distribution list.
- Sapphos Environmental, Inc. will prepare a Memorandum for the Record (MFR) documenting the current project status.
- Sapphos Environmental, Inc. will prepare an MFR on updated goals and objectives for the SAMP considering the work completed by MIG, Inc. for LACDPR.
- Sapphos Environmental, Inc. will conduct a project initiation meeting to be attended by the CAO, LACDPR, project manager, key personnel, the task manager for the visual asbestos surveys, and the structural evaluation consultant, Building Analytics, Inc.

#### **Work Products**

- Revised project team distribution list
- MFR summarizing project status, research status, and document status
- MFR on goals and objectives, and refined project schedule
- Project team meeting to review project status, goals and objectives, and project schedule

#### TASK 2.1 COMPILE AND ASSESS EXISTING DATA

#### Status of Completed Work

- Sapphos Environmental, Inc. completed assembly and review of data provided by the CAO and LACDPR at the February 2001 project initiation meeting.
- Sapphos Environmental, Inc. documented the preliminary summary of parks and related structures in Sapphos Environmental, Inc.'s MFR dated May 18, 2001.
- Sapphos Environmental, Inc. secured and reviewed 1990 population census data for park planning areas.

<sup>&</sup>lt;sup>1</sup> Memorandum for the Record No. JN 1217-001.m03 from Sapphos Environmental, Inc. (Ms Kimberlee Myers and Mr. Paul Seilo) to the project distribution list, May 18, 2001.

- Sapphos Environmental, Inc. assisted in the design and construction of a Microsoft Access database to record field data for structures and facilities.
- Sapphos Environmental, Inc. developed a Post Occupancy Evaluation Form for field assessment of park facilities and structures based on California State Polytechnic University student work.
- Sapphos Environmental, Inc. completed field assessments and Post Occupancy Evaluation Forms for 81 parks.

#### Remaining Work Efforts

- Sapphos Environmental, Inc. will compile existing population demographics for the County of Los Angeles from the U.S. Bureau of the Census.
- Sapphos Environmental, Inc. will prepare an annotated outline for the preliminary update of the Park Facilities and Areas of Jurisdiction Report.
- Sapphos Environmental, Inc. will prepare Geographic Information Systems (GIS)
  mapping that depicts both existing parks and recreational facilities as well as projected
  needs for parks and recreational facilities for 2020.
- Sapphos Environmental, Inc. will prepare the preliminary update of the Park Facilities and Areas of Jurisdiction Report.

#### Work Product

Preliminary update of the Park Facilities and Areas of Jurisdiction Report.

#### TASK 3.1 COMMUNITY OUTREACH

#### Status of Work Completed

- Sapphos Environmental, Inc. prepared draft and final action plans that specified quantitative and qualitative criteria for evaluating recreation structures and facilities at each park and documentation in three forms:
  - Post Occupancy Evaluation Form
  - Building Inspection Form
  - Building Description Report
- In lieu of one set of five community meetings, Sapphos Environmental, Inc. prepared a PowerPoint presentation on the status of SAMP and presented it during the second quarter of 2001 to the CAO and LACDPR.

#### Remaining Work Efforts

- Sapphos Environmental, Inc. will secure information about unmet parks and recreational needs for the SAMP from the MIG, Inc.'s strategic plan for the LACDPR.<sup>2</sup>
- Sapphos Environmental, Inc. will consider information from the strategic planning process in the prioritization of parks and recreation facilities and incorporate this information in the analysis for the SAMP for 2020.
- Sapphos Environmental, Inc.'s project manager will be available to conduct up to five briefing sessions to the County personnel, including the CAO, LACDPR, and Supervisorial Offices, during preparation of the SAMP.
- Sapphos Environmental, Inc. will conduct five community workshops on the SAMP.
- Sapphos Environmental, Inc.'s project manager will prepare an MFR documenting the results of the community workshops.

#### Work Products

- MFR on LACDPR and MIG, Inc. meeting
- Interested parties letter notification of community workshop
- Newspaper notification of community workshop
- Five community workshops
- MFR documenting results of the workshops

## TASK 4.1 IMPLEMENT ACTION PLAN: SITE FACILITIES ASSESSMENT / STRATEGIC ASSET MANAGEMENT PLAN

#### Status of Completed Work

- Sapphos Environmental, Inc. conducted field efforts for 81 parks with the description of condition of each park through Post Occupancy Evaluation Forms.
- Sapphos Environmental, Inc. completed digital photos and videos for the above parks.

#### Remaining Work Efforts

- Sapphos Environmental, Inc. will conduct field efforts for 27 remaining parks and prepared Post Occupation Evaluation Forms.
- Sapphos Environmental, Inc. will complete digital photos and videos for the remaining parks.

<sup>&</sup>lt;sup>2</sup> Subsequent to the contract authorization for the SAMP, LACDPR retained MIG, Inc. to assist the department with a strategic planning process, including surveys, community outreach meetings, and staff meetings to identify strengths and weaknesses of department services.

- Sapphos Environmental, Inc.'s field inspection teams will apply "Crime Prevention through Environmental Design Techniques" and will assess facilities relative to the Countywide Family Safety Zone Program.
- Sapphos Environmental, Inc.'s field inspection team will incorporate recommendations
  resulting from the Americans with Disabilities Act (ADA) Code Compliance Survey
  into the SAMP.
- Sapphos Environmental, Inc. will input all park facilities data resulting from the field work described in Task 4 into the Microsoft Access database.
- Sapphos Environmental, Inc. will compile projected (2020) population demographics for the County of Los Angeles from the U.S. Bureau of the Census data for 2000.
- Sapphos Environmental, Inc. will carry out GIS analysis and mapping to support the SAMP.
- Sapphos Environmental, Inc. will conduct a parks needs analysis for 108 parks.

#### **Work Products**

- Annotated Outline for Park Facilities and Areas of Jurisdiction Report
- Annotated Outline for the SAMP
- Preliminary inventory of Park Facilities and Areas of Jurisdiction Report
- Preliminary SAMP for 2020

#### TASK 5.1 COMPLETE PLANNING DOCUMENTATION

#### Status of Completed Work

No work has yet been completed under this task.

#### Remaining Work Efforts

- The project team will meet to review their comments on the preliminary draft reports and then produce draft and final documents for the inventory of Park Facilities and Areas of Jurisdiction Report and the SAMP for 2020.
- Sapphos Environmental, Inc. will respond to comments from the project team and will
  prepare a draft inventory of Park Facilities and Areas of Jurisdiction Report.
- Sapphos Environmental, Inc. will respond to project team comments on the draft inventory and will prepare a final inventory of Park Facilities and Areas of Jurisdiction Report.
- Sapphos Environmental, Inc. will respond to comments from the project team and will prepare a Draft SAMP (including construction cost estimates).

- Sapphos Environmental, Inc. will respond to project team comments on the Draft SAMP and will prepare a Final SAMP (including construction cost estimates).
- The project team will meet to discuss comments from public workshops and will prepare the Final SAMP.
- Sapphos Environmental, Inc. will be available to present the Park Facilities and Areas
  of Jurisdiction Report and the SAMP to the County of Los Angeles Board of
  Supervisors.

#### **Work Products**

- Draft Park Facilities and Areas of Jurisdiction Report
- Final Park Facilities and Areas of Jurisdiction Report
- Draft SAMP for 2020
- Final SAMP for 2020
- Presentation of Final Park Facilities and Areas of Jurisdiction Report and the SAMP to the County of Los Angeles Board of Supervisors

#### TASK 6.1 MANAGEMENT OF OUTSIDE CONSULTANT TASKS

#### Status of Completed Work

The original contract and scope of work provides for Sapphos Environmental, Inc. to provide regular coordination with the CAO and McClellan Hunter's work for structural evaluation for the parks. Thirty-seven parks have been completed under this contract.

#### Remaining Work Efforts

The structural surveys will now be performed by Building Analytics, Inc. under subcontract to Sapphos Environmental, Inc. The same level of effort will be required to complete the remaining 71 parks, but the work will be under a different subcontract administered by Sapphos Environmental, Inc.

#### **Work Products**

Coordination and project management of Building Analytics, Inc.

#### TASK 7.1 BUILDING ANALYTICS, INC. STRUCTURAL INVENTORY AND ANALYSIS

#### Status of Completed Work

McClellan Hunter has completed work on 37 parks in the 3<sup>rd</sup> district of the County under a separate and former contract with CAO.

#### Remaining Work Efforts

Building Analytics, Inc., a building and environmental evaluation firm located in Glendale, California, has been identified to complete the evaluation of the remaining 817 County park facility structures in 71 parks in support of the Parks and Recreation Asset Management Plan. Building Analytics, Inc. will complete this work under subcontract to Sapphos Environmental, Inc. The work efforts required are specified below.

Under the supervision of Sapphos Environmental, Inc., Building Analytics, Inc. will evaluate the general condition of the existing buildings and structures at 71 separate County parks located throughout Districts 1, 2, 4, and 5. The list of parks is as follows:

#### 1<sup>st</sup> District:

Atlantic Avenue Park, Avocado Heights County Park, Bassett County Park, City Terrace County Park, Allen J. Martin County Park, Rimgrove County Park, San Angelo County Park, Saybrook County Park, Valleydale County Park, Walnut Nature Park, Belvedere Community Regional Park, Santa Fe Dam Recreation Area, Franklin D. Roosevelt Park, and Ruben F. Salazar Memorial Park

#### 2<sup>nd</sup> District:

Mary McLeod Bethune County Park, Bodger County Park, Roy Campanella County Park, East Rancho Dominguez Park, Enterprise County Park, Ladera County Park, Lennox County Park, Mona County Park, Col. Leon H. Washington Park, Montieth Park, Kenneth Hahn State Recreation Area, Earvin Magic Johnson Park, Victoria Regional County Park, and Eastside Ed Heredia Boxing Club

#### 4th District:

Bill Blevins County Park, Countrywood County Park, Gloria Heer County Park, Los Robles Park, Manzanita Park, Pepperbrook County Park, Carolyn Rosas Park, Rowland Heights Park, William Steinmetz Park, Thomas S. Burton Park, Cerritos Community Regional Park, Schabarum Regional Park, South Coast Botanic Garden, Catalina Island Regional Park, and Deane Dana/Friendship Community Regional County Park

#### 5th District:

Castaic Lake Recreation Area, Castaic Regional Sports Complex, Del Valle County Parks, Devil's Punchbowl Natural Area, Eaton Canyon County Park, Charles S. Farnsworth Park, William S. Hart Regional Park, Hasley Canyon County Park, Loma Alta Park, Everett Martin County Park, Michillinda County Park, Pamela County Park, Pearblossom County Park, Peck Road Water Conservation Park, Jackie Robinson Park, Two Strike County Park, Vasquez Rocks County Park, Veteran's Memorial Community Park, Charles White County Park, Placerita Canyon, Frank G. Bonelli Regional Park, San Dimas Canyon Nature Center, Descanso Gardens, Dexter Park, George Lane Park, Los Angeles County Arboretum, Marshall Canyon Regional Park Site, and Dr. Richard H. Rioux Memorial Park

Work efforts will include the following:

#### **Building and Structure Surveys**

- Building Analytics, Inc. will visit five different parks identified by Sapphos Environmental, Inc. and the CAO and will review work for these parks previously completed by McClellan Hunter. The purpose of this review is to train staff and develop an understanding of how the park buildings and structures were evaluated and estimated, thus facilitating a consistent and seamless approach.
- Building Analytics, Inc. will conduct a visual survey of the interior and exterior of the buildings and structures at each of the remaining 71 parks, including swimming pools and associated equipment.
- Building Analytics, Inc. will conduct a limited assessment of conditions pertaining to local and national building code compliance, accessibility requirements for the physically challenged, and general compliance with Title III design criteria of the ADA for public areas of the structures, fire/life safety systems, and the general condition of the buildings and structures.
- Building Analytics, Inc. will evaluate the building systems, including the following:
  - Roof systems
  - Building structural systems
  - Building exteriors, including windows and doors
  - Interior finishes
  - Electrical, mechanical, plumbing, and special systems
  - Fire and life safety systems
- Building Analytics, Inc. will determine approximate square footage of each building or structure by rolling-tape measure.
- Building Analytics, Inc. will verify the County of Los Angeles number and asset location on the park base map. If no County of Los Angeles number is provided or obtainable, a temporary number shall be assigned.

#### **Structural Data Reports**

Building Analytics, Inc. will prepare a report for each structure surveyed. Each report shall separately identify a single building or structure, to be presented in Excel spreadsheet form, and shall contain the following elements:

- A condition rating for each building system, based on the condition rating developed previously for this purpose:
  - Excellent

1

Good

2

Average	3
Fair	4
Poor	5

- Relevant comments for each system where appropriate
- Cost estimates for items requiring repair or remodel to bring the condition of each structure to average and to excellent conditions
- Limited photographs of overall building or structure and of deficiencies

Reports shall be based on those conditions observed on the days when the fieldwork is accomplished. They shall by no means constitute a guarantee of the overall condition, or functional suitability of the buildings, or cost to correct deficiencies.

#### **Work Products**

One structural report for each structure in each of the 71 remaining parks

#### TASK 8.1 VISUAL ASBESTOS SURVEYS

#### Status of Completed Work

Sapphos Environmental, Inc. completed visual asbestos surveys for 44 parks as a subcontractor to the County's initial consultant for the park structural analysis, McClellan Hunter. The results of visual asbestos surveys were provided to McClellan Hunter for incorporation into the structural evaluation reports. This same information was used as the basis for estimating cost to restore the building to good or excellent condition.

#### Remaining Work Efforts

Sapphos Environmental, Inc. will complete visual asbestos surveys for the 64 remaining parks and provide the results of these surveys to Building Analysis, Inc. for completion of the structural evaluation and estimating cost to restore park structures to good or excellent condition. The scope of the visual asbestos surveys is limited to visual inspection of accessible areas of buildings greater than 100 square feet in size. This scope of services does not include any testing. The scope of services does not constitute a Phase I Environmental Site Assessment.

Sapphos Environmental, Inc. will undertake visual asbestos surveys of park structures in the 64 parks not previously surveyed in Districts 1, 2, 4, and 5:

#### 1<sup>st</sup> District:

Atlantic Avenue Park, Avocado Heights County Park, Bassett County Park, City Terrace County Park, Allen J. Martin County Park, Rimgrove County Park, San Angelo County Park, Saybrook County Park, Valleydale County Park, Walnut Nature Park, Belvedere Community Regional Park, Santa Fe Dam Recreation Area, and Franklin D. Roosevelt Park

#### 2<sup>nd</sup> District:

Mary McLeod Bethune County Park, Bodger County Park, Roy Campanella County Park, East Rancho Dominguez Park, Enterprise County Park, Ladera County Park, Lennox County Park, Mona County Park, Col. Leon H. Washington Park, Montieth Park, Kenneth Hahn State Recreation Area, Earvin Magic Johnson Park, Victoria Regional County Park, and Eastside Ed Heredia Boxing Club

#### 4th District:

Bill Blevins County Park, Countrywood County Park, Gloria Heer County Park, Los Robles Park, Manzanita Park, Pepperbrook County Park, Carolyn Rosas Park, Rowland Heights Park, William Steinmetz Park, Thomas S. Burton Park, Cerritos Community Regional Park, Schabarum Regional Park, South Coast Botanic Garden, Catalina Island Regional Park, and Deane Dana/Friendship Community Regional County Park

#### 5<sup>th</sup> District:

Castaic Lake Recreation Area, Castaic Regional Sports Complex, Del Valle County Parks, Devil's Punchbowl Natural Area, Eaton Canyon County Park, Charles S. Farnsworth Park, William S. Hart Regional Park, Hasley Canyon County Park, Everett Martin County Park, Michillinda County Park, Pamela County Park, Peck Road Water Conservation Park, Two Strike County Park, Vasquez Rocks County Park, Veteran's Memorial Community Park, Placerita Canyon, Frank G. Bonelli Regional Park, San Dimas Canyon Nature Center, Descanso Gardens, Los Angeles County Arboretum, Marshall Canyon Regional Park Site, and Dr. Richard H. Rioux Memorial Park

Park structures greater than 100 square feet in size shall be visually surveyed for asbestos-containing materials (ACMs):

- All structures at each subject park, including offices, gymnasiums, dressing rooms, restrooms, nature centers, parking kiosks, and picnic shelters
- Electrical and mechanical rooms
- Maintenance and storage areas

At a minimum, each survey will include consideration of four key factors:

- Review of existing information regarding the facilities at each subject park site, including site plans, as-built plans, and park facilities inventory
- Visual surveys of the interiors and exteriors of all accessible structures for suspected ACMs
- Identification of location, amount, and condition of suspected ACMs

• Documentation of information regarding identified suspect ACMs in building inspection forms

#### **Work Products**

• A written report describing the results of the visual asbestos survey for each of the 64 remaining parks

Sapphos Environmental, Inc. has estimated costs to perform the work efforts described in Enclosure 1, Scope of Services. Estimated costs are based on Sapphos Environmental, Inc.'s current two-year Standard Schedule of Fees, which became effective January 1, 2002. This cost estimate has been prepared based on the following assumptions:

- This cost estimate includes budget for additional work tasks as described in Enclosure 1, Scope of Services. Costs for completion of new work are estimated with consideration of remaining budget on each existing task (Table 1, Estimated SAMP Costs).
- This cost estimate includes an augment for remaining work under the original contract to allow for the completion of this work effort under Sapphos Environmental, Inc.'s current Standard Schedule of Fees.

TABLE 1
ESTIMATED SAMP COSTS

	Original Contract	Total Invoiced, Invoices 1-13	Total Remaining Budget			Requested Amendment No:1
Task 1 Labor Costs	\$7,745.00	\$7,692.50	\$52.50	\$8,285.00	Task 1.1	\$8,232.50
Task 2 Labor Costs	\$26,575.00	\$14,248.00	\$12,327.00	\$17,860.00	Task 2.1	\$5,533.00
Task 3 Labor Costs	\$22,460.00	\$1,765.00	\$20,695.00	\$26,142.50	Task 3.1	\$5,447.50
Task 4 Labor Costs	\$163,170.00	\$52,569.50	\$110,600.50	\$143,700.00	Task 4.1	\$33,099.50
Task 5 Labor Costs	\$54,110.00	\$-	\$54,110.00	\$54,110.00	Task 5.1	\$-
Task 6 Labor Costs	\$19,000.00	\$21,903.50	\$(2,903.50)	\$25,413.00	Task 6.1	\$28,316.50
Task 7 Labor Costs	\$-	\$67.50	\$(67.50)	*\$222,173.60	Task 7.1	\$222,241.10
Task 8 Labor Costs	\$-	\$-	\$-	\$21,275.00	Task 8.1	\$21,275.00
Subtotal Labor	\$293,060.00	\$98,246.00	\$194,814.00	\$518,959.10		\$324,145.10
Subtotal Direct Costs	\$50,899.20	\$14,265.26	\$36,633.94	\$38,205.19		\$1,5 <i>7</i> 1.25
TOTAL	\$343,959.20	\$112,511.26	\$231,447.94	\$557,164.29		\$325,716.35

NOTE:

Billings will be submitted monthly for the services completed during each month. Payment terms are net 30 days. Invoices not paid within the agreed-on payment schedule are subject to a per-month interest charge as indicated in the Standard Schedule of Fees.

The Client agrees to pay reasonable costs and fees in the event that legal proceedings are required to collect past-due accounts.

The terms of this proposal shall remain valid for sixty (60) days.

<sup>\*</sup> Work of Building Analytics, Inc. under subcontract to Sapphos Environmental, Inc.

AMENDMENT NO. 1 AGREEMENT FOR CONSULTING SERVICES – PARKS AND RECREATION ASSET MANAGEMENT

#### **ATTACHMENT 2**

CONTRACTOR'S 2002 STANDARD SCHEDULE OF FEES Sapphos Environmental, Inc. provides consulting services in environmental compliance and resource management planning. Sapphos Environmental, Inc.'s schedule of fees reflects our commitment to continue to provide our clients high-quality technical expertise at competitive rates. Compensation will based on the following schedule of fees and charges:

#### HOURLY LABOR RATES

HOURLY LABOR RATES	-		
Principal	\$150.00	Landscape Architect Principal	\$145.00
Botanist I	\$120.00	Landscape Architect Project Manager	\$125.00
Botanist II	\$ 95.00	Landscape Architect Project	
Botanist III	\$ 80.00	Professional	\$115.00
Botanist IV	\$ 65.00	Landscape Architect Designer	\$105.00
Botanist V	\$ 50.00	Landscape Architect Technician	\$100.00
Wildlife Biologist I	\$125.00	Landscape Architect Inspector	\$ 85.00
Wildlife Biologist II	\$ 95.00	Landscape Architect Administrative	
Wildlife Biologist III	\$ 80.00	Support	\$ 40.00
Wildlife Biologist IV	\$ 65.00	Air Quality Specialist	\$110.00
Wildlife Biologist V	\$ 50.00	Air Quality Analyst	\$ 85.00
Environmental Analyst I	\$120.00	Senior Geologist	\$110.00
Environmental Analyst II	\$ 95.00	Engineering Geologist	\$100.00
Environmental Analyst III	\$ 80.00	Geologist Technician	\$ 85.00
Environmental Analyst IV	\$ 65.00	Registered Environmental Assessor	\$ 80.00
Environmental Analyst V	\$ 50.00	Principal Transportation Engineer	\$170.00
Historical Resources Consultant 1	\$150.00	Senior Transportation Engineer	\$140.00
Historical Resources Consultant II	\$ 75.00	Senior Transportation Planner	\$120.00
Archaeologist I	\$120.00	Transportation Engineering Associate	\$100.00
Archaeologist II	\$ 80.00	Transportation CADD Technician	\$ 80.00
Archaeologist III	\$ 65.00	Transportation Administrative Support	\$ 55.00
Archaeologist IV	\$ 50.00	Wordprocessing	\$ 45.00
Archaeologist Crew 1	\$ 55.00	Editing	\$ 60.00
Archaeologist Crew II	\$ 45.00	Graphics Lead	\$ 65.00
Environmental Planner I	\$120.00	Graphics Assistant	\$ 50.00
Environmental Planner II	\$ 95.00	Administrative Support	\$ 50.00
Environmental Planner III	\$ 80.00	Student Intern I	\$ 50.00
Environmental Planner IV	\$ 65.00	Student Intern II	\$ 40.00
Environmental Planner V	\$ 50.00	Student Intern III	\$ 30.00
Principal Noise Consultant	\$155.00		
Noise Specialist	\$110.00		
Noise Field Technician	\$ 70.00		
Noise Modeling Technician	\$ 55.00		

#### DIRECT EXPENSES

Direct expenses are billed at the amount charged.

- 1. Out-of-pocket expenses (such as, but not limited to, travel, telephone, messenger service, lodging, meals, blueprint, reproduction, photographic services, postage, lease or rental of specialized job specific equipment): cost, as charged to Sapphos Environmental, Inc.
- 2. Subcontractors fees plus 10-percent management fee.
- 3. Vehicle mileage: Four-wheel drive vehicles @\$0.70 per mile; passenger car @ \$0.365 per mile.
- 4. Photocopy:\$0.11 per page (8.5" x 11"), \$0.16 per page (8.5" x 14"), and \$0.25 per page (oversize).
- 5. Facsimile:\$1.00 per page. Charge does not apply to materials received via facsimile from client.

#### PAYMENT TERMS

Sapphos Environmental, Inc. invoices are due for payment at the time they are issued to the client. Sapphos Environmental, Inc. allows 30 days from issue of invoice to resolve client questions and for timely processing and handling. Interest is charged for late payments in accordance with the following schedule:

- 30 days (or any portion thereof) past due: 1.8 percent
- 60 days (or any portion thereof) past due: 3.6 percent
- 90 days (or any portion thereof) past due: 5.4 percent
- 120 days or greater past due: referred to collections. Interest accrues at 1.8 percent for each 30-day period (or portion thereof) that the invoice remains unpaid.

# Exhibit 2 Safely Surrendered Baby Law

Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to fall if they deliver their babies to sale hands in a hospital emergency room.

#### The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for bables

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

In California, no one ever has to abandon a child again.



State of California Gray Davis, Governor Health and Human Services Agency Grantiand Johnson, Secretary Department of Social Services Rita Saenz, Director

PUB 400 (8/02)

# no shame. no blame. no names.

now there's a way to safely surrender your baby



It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

in most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

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No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

Once the parent(s) has safely turned over the baby, they are free to go.

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

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The purpose of the Safety Surrendered Baby Law is to protect babtes from being hurt or killed because they were abandoned.

You may have heard tragic stories of babtes left in dumpsters or public tollets. The persons who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

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At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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## Toll Free

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed
   Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken



INFO LINE of Los Angeles has been in business since 1981. INFO LINE of Los Angeles is an AIRS accredited agency.

# AGREEMENT FOR CONSULTING SERVICES - PARKS AND RECREATION ASSET MANAGEMENT

H:\shared\bf3\dawn\AMENDMENT NO. 1 to Sappho's consulting agreement for parks 7-2003